PETITION TO ACCEPT UNAVOIDABLY DELAYED PAYMENT OF MAINTENANCE FEE IN AN EXPIRED PATENT (37 CFR 1.378(b))

Docket Number (Optional) 105008.04508US

Mail to: Mail Stop Petition
Commissioner for Patents
P.O. Box 1450
Alexandria VA 22313-1450
Fax: (571) 273-8300

NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at (571) 272-3282.

Patent Number: 5,582,085

Application Number: 08/336,335

Issue Date: 12/10/1996

Filing Date: 11/09/1994

CAUTION: Maintenance fee (and surcharge, if any) payment must correctly identify: (1) the patent number (or reissue patent number, if a reissue) and (2) the application number of the actual U.S. application (or reissue application) leading to issuance of that patent to ensure the fee(s) is/are associated with the correct patent. 37 CFR 1.366(c) and (d).

Also complete the following information, if applicable:

The above-identified patent:

☐ is a reissue of original Patent No. ________ original issue date ________;
original application number ________ ,
original filing date ________ .

☐ resulted from the entry into the U.S. under 35 U.S.C. 371 of international application ________ filed on ________.

CERTIFICATE OF MAILING OR TRANSMISSION (37 CFR 1.8(a))

I hereby certify that this paper (along with any paper referred to as being attached or enclosed) is

(1) being deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 OR

(2) transmitted by facsimile on the date shown below to the United States Patent and Trademark Office at (571) 273-8300.

Date

Signature

Typed or printed name of person signing Certificate

1. SMALL ENTITY

☐ Patentee claims, or has previously claimed, small entity status. See 37 CFR 1.27

2. LOSS OF ENTITLEMENT TO SMALL ENTITY STATUS

☐ Patentee is no longer entitled to small entity status. See 37 CFR 1.27(g)

3. MAINTENANCE FEE (37 CFR 1.20(e)-(g))

The appropriate maintenance fee must be submitted with this petition, unless it was paid earlier.

NOT Small Entity				Small Entity			
	Amount	Fee	(Code)		Amount	Fee	(Code)
☐	$ ______	3 ½ yr fee	(1551)	☐	$ ______	3 ½ yr fee	(2551)
☐	$ ______	7 ½ yr fee	(1552)	☐	$ ______	7 ½ yr fee	(2552)
☑	$ 4,810.00	11 ½ yr fee	(1553)	☑	$ ______	11 ½ yr fee	(2553)

MAINTENANCE FEE BEING SUBMITTED $ 4,810.00

4. SURCHARGE

The surcharge required by 37 CFR 1.20(i)(1) of $ 700.00 (Fee Code 1557) must be paid as a condition of accepting unavoidably delayed payment of the maintenance fee.

SURCHARGE FEE BEING SUBMITTED $ 700.00

5. MANNER OF PAYMENT

☐ Enclosed is a check for the sum of $ ______

☑ Please charge Deposit Account No. 05-1323 the sum of $ 5,510.00 .

☐ Payment by credit card. Form PTO-2038 is attached.

6. AUTHORIZATION TO CHARGE ANY FEE DEFICIENCY

☑ The Director is hereby authorized to charge any maintenance fee, surcharge or petition fee deficiency to Deposit Account No. 05-1323 .

7. OVERPAYMENT

As to any overpayment made, please

☑ Credit to Deposit Account No. 05-1323

OR

☐ Send refund check

WARNING:

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

8. SHOWING

The enclosed statement will show that the delay in timely payment of the maintenance fee was unavoidable since reasonable care was taken to ensure that the maintenance fee would be paid timely and that this petition is being filed promptly after the patentee was notified of, or otherwise became aware of, the expiration of the patent. The statement must enumerate the steps taken to ensure timely payment of the maintenance fee, the date and the manner in which the patentee became aware of the expiration of the patent, and the steps taken to file the petition promptly.

9. PETITIONER(S) REQUESTS THAT THE DELAYED PAYMENT OF THE MAINTENANCE FEE BE ACCEPTED AND THE PATENT REINSTATED.

/Stephen W. Palan, Reg. No. 43,420/	11/21/2012
Signature(s) of Petitioner(s)	Date
Stephen W. Palan	43,420
Typed or printed name(s)	Registration Number, if applicable
1001 Pennsylvania Avenue, N.W.	(202) 628-5116
Address	Telephone Number
Washington, DC 20004-2595	
Address	

ENCLOSURES:

☑ Maintenance Fee Payment
☑ Statement why maintenance fee was not paid timely
☑ Surcharge under 37 CFR 1.20(i)(1) (fee for filing the maintenance fee petition)
☐ Other:

37 CFR 1.378(d) states: "Any petition under this section must be signed by an attorney or agent registered to practice before the Patent and Trademark Office, or by the patentee, the assignee, or other party in interest."

/Stephen W. Palan, Reg. No. 43,420/	11/21/2012
Signature	Date
Stephen W. Palan	43,420
Type or printed name	Registration Number, if applicable

STATEMENT

(In the space below, please provide the showing of unavoidable delay recited in paragraph 8 above.)

As demonstrated in the attached declaration from Mr. Bedford of assignee Coburn Technologies, Inc. ("Coburn"), Coburn had an established a procedure in 2008 for insuring that maintenance fees were timely paid on its US patents. In short, the procedure was that Coburn's patent counsel, Morgan & Finnegan, LLP, would advise Coburn in writing as to which patents were up for renewal and would request instructions, again in writing, on whether or not the required maintenance fee should be paid. This system had been in effect for several years and provided a very clear and unambiguous paper trail for maintenance fee payment instructions.

On January 30, 2008, Mr. Bedford provided Keith McWha, an attorney with Morgan & Finnegan, with written instructions to pay the maintenance fee for the '085 patent along with numerous other patents. In view of those instructions, and the long-standing procedure that was in place, Coburn operated under the reasonable belief that the maintenance fee was timely paid in accordance with its instructions.

During 2008, however, Morgan & Finnegan was going through some very troubled times. There were numerous defections from the firm and the firm was taking drastic steps to remain viable. Among the defections was Mr. McWha, the attorney responsible for Coburn patent matters. Finally, in February 2009, the firm dissolved and subsequently filed for bankruptcy in March 2009. Apparently, it was during this troubled period that payment of the required maintenance fee on the '085 patent did not occur. As a result of the troubles at Morgan & Finnegan, on November 13, 2008, Coburn requested that all of its patent files be transferred to its new patent counsel, Crowell & Moring, LLP.

After learning of a potential issue with the maintenance status of the '085 patent from one of its licensees in late September 2012, Coburn asked its current patent counsel, Crowell & Moring, to recheck the status of tcertain patents. Crowell & Moring performed a thorough investigation of the patents and advised Coburn on October 9, 2012, that the '085 patent had lapsed for failure to pay the 12th year maintenance fee. Coburn then performed its own internal investigation and on October 15, 2012 provided Crowell & Moring with a copy of the instructions that they had sent to prior counsel to pay the maintenance fees. After further evaluating the facts and its options, Coburn instructed Crowell & Moring to file this petition and to pay the maintenance fee. After receiving those instructions, Crowell & Moring has diligently worked to prepare and submit this statement and fee. This effort has been somewhat hampered and delayed by the significant disruptions caused by Hurricane Sandy.

It is our belief that the evidence shows that, despite reasonable care by Coburn, and reasonable steps to ensure timely payment, the maintenance fee was unavoidably not paid and that the delay in payment was unavoidable. See M.P.E.P. 2590 ("[A]n error in a docketing system could possibly result in a finding that a delay in payment was unavoidable if it were shown that reasonable care was exercised in designing and operating the system and that the patentee took reasonable steps to ensure that the patent was entered into the system to ensure timely payment of the maintenance fees."). Accordingly, it is respectfully requested that the Director accept this petition as a satisfactory showing that the delay in filing the maintenance fee is unavoidable, and revive the patent.

(Please attach additional sheets if additional space is needed)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Patent Number	:	5,582,085
Application Number	:	08/336,335
Issue Date	:	12/10/1996
Filing Date	:	11/09/1994
Docket No.	:	105008.04508US
Title	:	DYNAMIC INFEED CONTROL WITH WORKPIECE OSCILLATION FOR SEGMENTING SWARF IN A LATHE APPLICATION

DECLARATION OF STEVE BEDFORD
IN SUPPORT OF PETITION TO ACCEPT UNAVOIDABLY DELAYED PAYMENT OF MAINTENANCE FEE IN AN EXPIRED PATENT (37 CFR 1.378(B))

I, Steve Bedford, hereby declare that:

1. I am the Executive Director of Engineering of assignee Coburn Technologies, Inc. I have held the same position with Gerber Coburn, the predecessor in interest to Coburn Technologies (collectively referred to as "Coburn") and, in total, have been with the company for 15 years. My responsibilities as Executive Director of Engineering include the development and maintenance of the Coburn patent portfolio.

2. In 2008, Coburn had an established a procedure for insuring that maintenance fees were timely paid on its US patents. In short, the procedure was that Coburn's patent counsel, Morgan & Finnegan, LLP, would advise Coburn *in writing* as to which patents were up for renewal and would request instructions, again *in writing*, on whether or not the required maintenance fee should be paid. This system had been in effect for several years and provided a very clear and unambiguous paper trail for maintenance fee payment instructions.

3. On December 10, 2007, the window opened for payment of the 12th year maintenance fee for US Patent No. 5,582,085 ("the '085 patent") and payment instructions were requested in writing by Morgan & Finnegan. On January 30, 2008, I provided Keith McWha, an attorney with Morgan & Finnegan, with written instructions to pay the maintenance fee for the

'085 patent along with numerous other patents. See Exhibit 1 (The '085 patent was associated with Morgan & Finnegan Case No. 04756-4073). In view of those instructions, and the long-standing procedure that was in place, I operated under the belief that the maintenance fee was timely paid in accordance with its instructions.

4. During 2008, it is now my understanding that Morgan & Finnegan was going through some very troubled times. There were numerous defections from the firm and the firm was taking drastic steps to remain viable. Among the defections was Mr. McWha, the attorney responsible for Coburn patent matters. See Exhibit 2. Finally, in February 2009, the firm dissolved and subsequently filed for bankruptcy in March 2009. See Exhibit 3. Apparently, it was during this troubled period that payment of the required maintenance fee on the '085 patent did not occur. As a result of the troubles at Morgan & Finnegan, on November 13, 2008, Coburn requested that all of its patent files be transferred to its new patent counsel, Crowell & Moring, LLP.

5. In late September 2012, a patent licensee of Coburn, OptoTech, inquired as to the status of certain Coburn patents, including the '085 patent, of which it was a licensee. Coburn advised OptoTech as to what it understood to be the expiration date of the patents. OptoTech then responded that it believed that the '085 patent had expired. See Exhibit 4. As a result, Coburn asked its current patent counsel, Crowell & Moring, to recheck the status of the patents. After an investigation, Crowell & Moring advised Coburn on October 9, 2012, that the '085 patent had lapsed for failure to pay the 12th year maintenance fee.

6. I then oversaw an internal investigation at Coburn and on October 15, 2012 provided Crowell & Moring with a copy of the instructions that I had sent to prior counsel to pay the maintenance fees. See Exhibit 1. After further evaluating the facts and its options, I

instructed Crowell & Moring to file a Petition to Accept Unavoidably Delayed Payment of Maintenance Fee in an Expired Patent under 37 C.F.R. 1.37(b).

All statements made herein of my own knowledge are true and all statements made on information and belief are believed to be true; and further these statements are made with the knowledge that willful false statements are punishable by fine and/or imprisonment, or both, under Section 1001, Title 18 of the United States Code and may jeopardize the validity of the application or any patent issuing thereon.

Date: 11/21/12

Steve Bedford
Steve Bedford

EXHIBIT 1

From: Bedford, Steve (NAUSCT)
Sent: Wednesday, January 30, 2008 9:54 AM
To: 'McWha, Keith'
Cc: Incera, Alex (NAUSCT)
Subject: GC Patent Annuities for FY09 and Updated FY08

Keith, here is an updated pay/cancel patent annuity list for FY08 and also the list for FY09.

Steve Bedford
Director of Engineering

Gerber Coburn, A Gerber Scientific Company
55 Gerber Road
South Windsor, CT 06074 USA
860-648-6612

GERBER COBURN-- ANNUITIES MAY 1, 2007-APRIL 30, 2008 Updated 1/30/08

Pay/Cancel	Case Number	Description
Cancel	04756-4001	Method and apparatus for making a pattern for a lens opening in an eyeglass frame
Cancel	04756-4002	Blanks for making prescription eyeglass lenses
Pay	04756-4003	Optical lens pattern making system and method
Pay	04756-4005	Single block mounting system for surfacing and edging of a lens blank and method therefor
Pay	04756-4005	Single block mounting system for surfacing and edging of a lens blank and method therefor
Cancel	04756-4006	Automatic surface tracer
Pay	04756-4007	Disposable lap blank
Pay	04756-4007	Disposable lap blank
Pay	04756-4008	Lens blocking apparatus
Pay	04756-4009	Optical lens or lap blank surfacing machine, related method and cutting tool for use therewith
Pay	04756-4010	Apparatus and method for attaching a finishing block to a lens
Pay	04756-4011	Method and apparatus for performing work operations on a surface of one or more lenses
Pay	04756-4012	Apparatus for making ophthalmic lenses by vacuum lamination
Pay	04756-4012	Apparatus for making ophthalmic lenses by vacuum lamination
Pay	04756-4012	Method for making ophthalmic lenses by vacuum lamination
Pay	04756-4015	System and method for blocking a lens
Pay	04756-4018	Lap having a layer conformable to curvatures of optical surfaces on lenses and a method for finishing optical surfaces
Pay	04756-4018	Apparatus for finishing optical surfaces, including a pad compensation device
Cancel	04756-4019	Apparatus for coating a surface of one or more lenses
Pay	04756-4021	Apparatus for generating lens surfaces
Pay	04756-4026	Method and apparatus for applying materials to an optical substrate
Pay	04756-4027	Method and apparatus for blocking and deblocking a lens
Pay	04756-4027	Method and apparatus for holding or mounting an object
Pay	04756-4028	Retaining mechanism for lapping device
Pay	04756-4029	Tactile feedback system
Pay	04756-4030	Device for retaining abrasive pad on lap in eyeglass lens making apparatus
Pay	04756-4030	Device for retaining abrasive pad on lap in eyeglass lens making apparatus
Pay	04756-4030	Device for retaining abrasive pad on lap in eyeglass lens making apparatus
Cancel	04756-4031	Adjustable lens support assembly
Cancel	04756-4044	Lens grinding method and apparatus

Cancel	04756-4045	Method for spindle speed optimization of motion profile
Pay	04756-4046	Methods and apparatus for producing ophthalmic lenses
Pay	04756-4047	Apparatus for generating ophthalmic products from blanks and a method of operating same
Pay	04756-4048	Tear-away block for an ophthalmic lens
Pay	04756-4049	Compression sleeve ophthalmic lens chuck
Pay	04756-4049	Compression sleeve opthalmic lens chuck
Pay	04756-4050	Method for making light cured ophthalmic lens blocks
Cancel	04756-4051	Lens grinder
Cancel	04756-4052	Lens projecting device
Cancel	04756-4053	Apparatus for effecting rapid replacement of lens cutting tools
Pay	04756-4053	Lens cutting methods for effecting rapid replacement of lens cutting tools
Cancel	04756-4054	Constant delay filtering for synchronized motion on multiple axes
Cancel	04756-4056	Computerized tracing/edging system
Cancel	04756-4057	Lap adapter
Cancel	04756-4058	Gauge for and method of calibrating a lens cutting/grinding machine
Pay	04756-4059	Air pressurized chuck
Pay	04756-4060	Fining/polishing machine
Pay	04756-4061	Lens blocker
Pay	04756-4062	Injection moldable plastic laps
Cancel	04756-4063	Process and machine for coating ophthalmic lenses
Pay	04756-4064	Method and apparatus for cleaning ophthalmic lenses and blocks
Pay	04756-4065	Conformal tool operating apparatus and process for an ophthalmic lens finer/polisher
Cancel	04756-4066	Lens edging machine bevel control process
Pay	04756-4067	Pneumatically assisted unidirectional conformal tool
Pay	04756-4068	Pneumatically assisted conformal tool for an ophthalmic lens finer/polisher
Pay	04756-4069	V-profile grinding wheel
Pay	04756-4070	Method and apparatus for chucked work piece recognition
Cancel	04756-4071	Holder for ophthalmic lenses and lens blocks
Pay	04756-4072	Eyeglass frame measuring cradle
Pay	04756-4073	Dynamic infeed control with workpiece oscillation for segmenting swarf in a lathe application
Cancel	04756-4074	Method for making ophthalmic lenses
Cancel	04756-4075	Lens grinding methods and apparatus
Pay	04756-4076	Toric lens fining apparatus

Cancel	04756-4077	Blocked lens thickness gauge
Pay	04756-4082	Pneumatically assisted unidirectional arcuate diaphragm conformal tool

EXHIBIT 2

LAW.COM
ALM Properties, Inc.
Page printed from: *http://www.law.com*

Back to Article

Sealed Document Reveals Morgan & Finnegan's Defection Woes

Morgan & Finnegan, one of the oldest IP boutiques in the U.S., has suffered a series of partner defections during the last few years. An apparent administrative error revealing a filing in a sealed lawsuit has shed light on how far the firm has gone to stem the tide. The filing in question shows the boutique altered its partnership agreement to create financial disincentives for partners looking to leave -- just a few days before one of its top rainmakers departed for Cadwalader, Wickersham & Taft.

Nate Raymond

12-03-2008

A filing in a sealed lawsuit against troubled intellectual property boutique Morgan & Finnegan sheds light on how far the firm has gone to stop what's become an exodus of partners.

Morgan & Finnegan, one of the oldest IP boutiques in the country, has suffered a series of partner defections during the last few years to larger general practice firms looking to beef up their patent litigation offerings.

To stop the exodus, the filing in question shows, the boutique rushed in 2007 to alter its partnership agreement to create financial disincentives for partners looking to leave -- just a few days before one of its top rainmakers departed for Cadwalader, Wickersham & Taft.

The revelations are contained in a suit filed in October against the firm in New York state court by Christopher Hughes, who joined Cadwalader last year. Details about the suit have remained murky so far, since the complaint and subsequent filings have been under seal since the case's inception. But an apparent administrative error allowed for public viewing and downloading of Morgan & Finnegan's answer to the complaint.

Hughes declined comment, and his lawyer, Ronald Minkoff of Frankfurt Kurnit Klein & Selz, didn't return a call seeking comment. Lawyers for Morgan & Finnegan referred specific questions on the case to the firm, where partners and a spokeswoman didn't return calls or e-mails seeking comment.

"It all should be under seal," says Thomas Hyland, a lawyer for Morgan & Finnegan at Wilson, Elser, Moskowitz, Edelman & Dicker. "It's obviously a disagreement between partners and former partners. It's obviously very sensitive."

The document sheds light on the IP boutique's efforts during the last two years to prevent what has turned into a tsunami of partner defections. Morgan & Finnegan had 31 partners in mid-2007; today, its Web site lists only 17. Former partners have gone to firms including Goodwin Procter, King & Spalding, Covington & Burling, Cadwalader, and Dickstein Shapiro. Morgan & Finnegan's only lateral hire this year, Jeremy Pitcock of Kasowitz, Benson, Torres & Friedman, lost his job at the boutique a few weeks later after the lawyer's former firm said it fired him for inappropriate conduct.

Two other partners, Keith McWha and Arnold Rady, appear to be on the move, sources say. Their biographies have recently been removed from Morgan & Finnegan Web site. There is no word on where they will land, and they could not be reached for comment.

As for Hughes, a Cadwalader spokeswoman says he began speaking to the firm in February 2007. He joined in August 2007, and by January 2008 had been followed by six other Morgan & Finnegan partners. One of Morgan & Finnegan's top rainmakers, Hughes had a book of business valued at around $10 million. Before leaving, Hughes tried to convince his partners to consider a merger, *The American Lawyer* reported in June.

A month or two before Hughes left for Cadwalader, Morgan & Finnegan began looking at ways to prevent defections. The firm's court filing, dated Nov. 25 and downloaded last week from the New York Supreme Court's online records library, reveals that in June or July 2007, Morgan & Finnegan was looking for ways to "protect the firm including exploring ways to discourage departure from the firm."

To stop the bleeding, management settled on amending its partnership agreement, the filing says. A member of the firm's executive committee told Hughes about the proposed changes August 9, 2007, the document says -- eight days before Cadwalader's August 17 announcement that he had joined the firm.

"[Hughes] opposed amending the [agreement] because it created several disincentives to withdrawing as a partner from Morgan & Finnegan," the firm says in the filing.

The amendments, as approved August 13, 2007, changed how management calculated partner capital, going from a management book method to a tax basis.

The document doesn't specify how Morgan & Finnegan defined "management book method," making it difficult to determine what would be different. "Tax basis" refers to a firm's federal tax returns and is usually calculated on a modified cash basis, says Altman Weil consultant Jim Cotterman.

Under the amendments, a departing partner is also not eligible to receive any deferred or contingent fees that Morgan & Finnegan obtains. On top of that, a departing partner now has to return any bonus he or she receives in his or her last year, the document says. That would have included a $275,000 bonus Hughes received in January 2007, according to a counterclaim filed against Hughes by Morgan & Finnegan.

Normally, amendments to the firm's partnership agreement would have required a 14-day notice, the filing says. Drafts of the proposed revisions circulated among the partners, though the filing is unclear as to when everyone got them. Only four days passed between when Hughes learned of the proposed changes and the scheduled vote.

The day before the vote, Hughes gave authority via e-mail to another partner to vote by proxy against waiving the 14-day notice and the rest of the amendments, according to Morgan & Finnegan's filing. Despite Hughes' efforts, partners voted to waive the notice requirement and amend the partnership agreement.

Hughes resigned from the firm three days later, "as quickly as he could in an unsuccessful attempt" to avoid the amendments, the firm claims.

Based on Morgan & Finnegan's answers, Hughes appears to be suing for the return of his capital. Because a judge ordered the case sealed the day it was filed, the sum at issue is unclear.

Hughes wouldn't be the first partner to sue Morgan & Finnegan over allegedly unreturned capital. In October 2007, Kenneth Sonnenfeld, now at King & Spalding, sued the firm, claiming it should have returned to him $227,672 rather than the $14,000 it actually said he was owed. The case settled a month later for an undisclosed amount. (Sonnenfeld declined comment.)

Morgan & Finnegan says Hughes's "capital contribution was properly calculated" under the new method approved under the amended partnership agreement. The firm also says the suit belongs in arbitration, and is asking the court to force Hughes to return his $275,000 bonus and pay additional damages for breaching the 2007 partnership agreement.

This article first appeared on The Am Law Daily blog on AmericanLawyer.com.

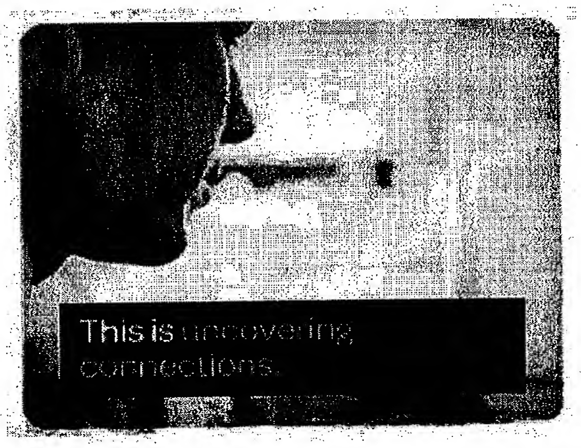
This is uncovering connections.

EXHIBIT 3

LAW.COM

ALM Properties, Inc.
Page printed from: http://www.law.com

Back to Article

Morgan & Finnegan Files for Bankruptcy

Morgan & Finnegan, the New York IP boutique that dissolved in February after a raft of partner departures, filed for bankruptcy Tuesday. The Chapter 7 filing came six days after a New York state judge placed the firm into receivership in response to a lawsuit by lender JPMorgan Chase. The boutique, whose revenue declined 38 percent last year, listed $6.37 million in assets and $10 million in liabilities.

Nate Raymond

03-18-2009

Morgan & Finnegan, the New York IP boutique that dissolved in February after a raft of partner departures, filed for bankruptcy Tuesday.

The Chapter 7 filing, first reported on the blog Above the Law, came six days after a New York state judge placed the firm into receivership in response to a lawsuit by lender JPMorgan Chase. The boutique, whose revenue declined 38 percent last year, listed $6.37 million in assets and $10 million in liabilities.

A lawyer for Morgan & Finnegan, Isaac Nutovic of Nutovic & Associates in Manhattan, declined to comment. A call to senior partner John Sweeney went unreturned.

Revenue at Morgan & Finnegan fell dramatically last year, in part likely explained by partners leaving with clients for firms that included Cadwalader, Wickersham & Taft and Dickstein Shapiro. In 2007, Morgan & Finnegan grossed $60.63 million, the filings say. Revenue dropped to $36.99 million in 2008.

By January 2009, the firm had 17 partners left, according to the complaint filed in February

by JPMorgan. Partners were in merger discussions with Locke Lord Bissell & Liddell by December 2008.

Locke Lord ultimately agreed in February to hire 30 lawyers, including 13 partners, with an expectation they could bill $28 million in 2009, according to leaked offer letters. Locke Lord took over Morgan & Finnegan's space at World Financial Center. JPMorgan is now suing for $4.1 million from the firm because the landlord tapped a letter of credit, and the firm has allegedly not repaid the bank.

Morgan & Finnegan lists JPMorgan's claim as a little less at $3.82 million. A spokesman for the bank declined comment.

Morgan's bankruptcy papers says the firm is owed money from two former partners because of draws that exceeded their capital accounts. The firm says it's owed a combined $223,732 from Day Pitney partner Keith McWha and Cadwalader special counsel Tod Melgar. Melgar declined comment; McWha did not return a call for comment.

Multiple former partners are listed as unsecured creditors owed capital. Capital-related claims total $3.9 million. Partners listing Locke Lord as their current address collectively are listed with $1.64 million in unsecured claims, with Sweeney listed with $269,268 in unreturned capital.

Cadwalader partner Christopher Hughes, who previously filed a lawsuit against the firm to get his capital back, is listed with $275,000 in his capital account. The amount is listed as "disputed."

A lawyer for Hughes, Ronald Minkoff at Frankfurt Kurnit Klein & Selz, declined comment.

The filings say Morgan & Finnegan previously received debt consolidation or bankruptcy advice from Duane Morris bankruptcy partner Lawrence Kotler, whom it paid $75,000 sometime in the last 12 months. Kotler says he is not advising on Morgan & Finnegan's current bankruptcy filing.

This article first appeared on The Am Law Daily blog on AmericanLawyer.com.

EXHIBIT 4

From: Runkel, Steffen [mailto:s.runkel@optotech.de]
Sent: Thursday, October 04, 2012 8:34 AM
To: Incera, Alex
Subject: AW: OptoTech

Alex,

thank you very much for the feedback. As I understand from our people the original expiring dates are correct as listed below. However we are confused because of the following two patents:

5,582,085 12/10/2008 – Expired due to failure to pay maintenance fee (see attachment)

5,610,823 03/11/2009 – Expired due to failure to pay maintenance fee (see attachment)

You may can help us to clarify.

Best regards,
Steffen

Von: Incera, Alex [mailto:alex.incera@coburntechnologies.com]
Gesendet: Mittwoch, 26. September 2012 17:30
An: Runkel, Steffen
Betreff: RE: OptoTech

Steffen,

Our patent attorney responded quickly to the question that you posed. After discussions with him, he has provided the following information.

The expiration dates for the patents in our license agreement are as follows...

5,485,771 Expires 3/19/2013

5,320,006 Expired 4/30/2012

5,582,085 Expires 11/9/2014

5,610,823 Expires 12/13/2015

The license agreement remains in full effect through the expiration date of the last patent.

Regards,
Alex

From: Incera, Alex
Sent: Tuesday, September 25, 2012 12:47 PM
To: 'Runkel, Steffen'
Subject: RE: OptoTech

Steffen,
We're looking into this now and should have an answer by early next week.
Thanks.
Alex

From: Runkel, Steffen [mailto:s.runkel@optotech.de]
Sent: Tuesday, September 18, 2012 2:56 AM
To: Incera, Alex
Subject: OptoTech

Hi Alex,

I hope you had a good show. It was nice seeing you again.

Just as a reminder, we talked about the patents mentioned in the license agreement. Could you please give us an update on the status of your patents. For us it is not fully clear when they will expire.

Best regards,
Steffen

OptoTech Optikmaschinen GmbH

Dr. Steffen Runkel
Director Business Unit Coatings

Sandusweg 2 - 4
35435 Wettenberg / Germany
Phone: +49 / 641 / 98 203-771
Mobile: +49 / 172 / 209 38 75
eMail: S.Runkel@optotech.de
www.optotech.de